

1 James A. Dumas (SBN 76284)  
2 Christian T. Kim (SBN 231017)  
3 DUMAS & KIM, APC  
4 3435 Wilshire Boulevard, Suite 990  
5 Los Angeles, California 90010  
6 Phone: 213-368-5000  
7 Fax: 213-368-5009

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9 Attorneys for Plaintiff and Chapter 7 Trustee,  
10 Sam S. Leslie

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15 **UNITED STATES BANKRUPTCY COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**  
17 **LOS ANGELES DIVISION**

18 In re

19 JEFFERSON HOWARD HITCHCOCK,

20 Debtor.

21  
22 SAM S. LESLIE, as Chapter 7 Trustee of the Estate  
23 of Jefferson Howard Hitchcock,

24 Plaintiff,

25 v.

26 ROBERT NOVINGER, an individual, C1R  
27 DISTRIBUTIONS, LLC, a California limited  
liability company, C1R, INC., a California  
corporation, RASCAL VIDEO, LLC, a California  
limited liability company

28 Defendants.

Case No.: 2:15-bk-16468-RK

[Chapter 7]

[Honorable Robert N. Kwan]

Adv. No.: 2:17-ap-01246-RK

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30 **STIPULATION BETWEEN PLAINTIFF,  
31 SAM S. LESLIE, AND DEFENDANTS TO  
32 DISMISS ADVERSARY PROCEEDING  
33 WITH PREJUDICE**

34  
35 This *Stipulation between Plaintiff Sam S. Leslie, and Defendants to Dismiss Adversary*  
36 *Proceeding with Prejudice*, is made by and between Plaintiff, Sam S. Leslie, ("Plaintiff"), on the one  
37 hand, and the Defendants, Robert Novinger, C1R Distributions, LLC, C1R, Inc., and Rascal Video,  
38 LLC (collectively the "Defendants"), on the other hand, with reference to the following facts:

A. The Plaintiff filed a complaint to commence the above-captioned adversary proceeding on April 24, 2017. (“Adversary Proceeding”)

B. The Defendants filed a motion to dismiss the complaint on May 26, 2017. (“Motion to Dismiss”)

C. On July 11, 2017, the Court granted the Motion to Dismiss, but gave Plaintiff 60 days to amend.

D. In lieu of an amendment, the Trustee is opting to dismiss the Adversary Proceeding with prejudice.

E. The Parties further agree to the following mutual release:

**Mutual Release.** Except for the Parties' rights and obligations created or preserved under this Agreement, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties for themselves and their respective employees, agents, legal representatives, successors, assigns, heirs and beneficiaries, do hereby and forever release, waive and discharge the Parties, and their respective employees, agents, legal representatives, successors, assigns, heirs and beneficiaries of and from any and all claims, demands, actions, causes of action, indemnity obligations, suits, debts, sums of money, promises or damages whatsoever, in law or in equity, known or unknown, whether heretofore asserted or not, related to the Adversary Proceeding or otherwise, as well as to any and all claims, causes of action and damages as asserted in or which could have been asserted in the Adversary Proceeding or otherwise.

Each Party expressly assumes the risk that after the execution and delivery of this Agreement by such Party that such Party may discover facts that are different from those facts that such Party believed to be in existence on the date of this Agreement. Any such discovery by any Party shall not affect the validity or effectiveness of the release contained herein. Each Party hereby expressly waives the benefit, if any, to such Party of Section 1542 of the *California Civil Code*, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

F. Each Party shall bear their own costs and expenses, including attorneys' fees, incurred in the dispute between the Parties.

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2 NOW WHEREFORE, the Parties stipulate and respectfully request that:  
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4 1. The Stipulation be approved and the Adversary Proceeding be dismissed with  
5 prejudice.  
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7 Dated: August 18, 2017  
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10 Dated: August 24, 2017  
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13  
14 Dated: August 18, 2017  
15  
16 C1R Distributions, LLC  
17  
18 Dated: August 18, 2017  
19  
20 C1R, Inc.  
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22 Dated: August 18, 2017  
23 Rascal Video, LLC  
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Robert Novinger

Sam S. Leslie, Chapter 7 trustee and Plaintiff

C1R Distributions, LLC

By: Robert Novinger, Managing Member

C1R, Inc.

By: Robert Novinger, President

Rascal Video, LLC

By: Robert Novinger, Managing Member

In re: JEFFERSON HOWARD HITCHCOCK Leslie v. Novinger	Debtor(s).	CHAPTER: 7 CASE NUMBER: 2:15-bk-16468-RK ADV. CASE NUMBER: 2:17-ap-01246-RK
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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 3435 Wilshire Blvd., Ste. 990, Los Angeles, CA 90010.

A true and correct copy of the foregoing document entitled (specify): *Stipulation Between Plaintiff, Sam S. Leslie, and Defendants to Dismiss Adversary Proceeding with Prejudice* will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) *August 24, 2017*, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Henry Glowa henry@henryglowa.com, henry@ecf.inforuptcy.com

Christian T Kim ckim@dumas-law.com, ckim@ecf.inforuptcy.com

Sam S Leslie (TR) sleslie@trusteeleslie.com, sleslie@ecf.epiqsystems.com;trustee@trusteeleslie.com

United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

S. Christopher Winter kw@winterlaw.us

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (date) *August 24, 2017*, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Jefferson Howard Hitchcock  
954 North Croft Avenue, #202  
West Hollywood, CA 90069

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) *August 24, 2017*, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

United States Bankruptcy Court  
Honorable Robert N. Kwan  
Edward R. Roybal Federal Building and Courthouse  
255 E. Temple Street, Suite 1682 / Courtroom 1675  
Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 24, 2017      Danielle M. Landeros  
Date                              Printed Name

/s/ Danielle M. Landeros  
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.